INVITATION TO BID	0 100	BIDS WILL BE PUBLICLY	OPENED:
STATE OF LOUISIANA		MAY 11, 2006	10:00 AM
DIVISION OF ADMINISTRATION			
OFFICE OF STATE PURCHASING		PURCHASING AGENCY NO. :	107001
====> VENDOR NO. : SOLICITATION : 2207237			
FILE NO. : OPENING DATE : 05/11/06			
	_	SEE NO. 8 BELOW. RET	10:00 AM
VENDOR NAME AND ADDRESS		2207237 05/11/06	
		OFFICE OF STATE PURCHASI OFFICE OF STATE PURCHASI POST OFFICE BOX 94095 BATON ROUGE, LA 70804-909	NG NG 5
		BUYER PHONE : (22 DATE ISSUED : 04/	
FILL IN VENDOR NUMBER (FEIN), NAM	E AND	REQ. AGENCY : 107 OFFICE OF STATE P	
ADDRESS ABOVE, BEFORE SUBMITTI		AGENCY REQ. NO. : 128 ISIS REQ. NO. : 128 VENDOR PHONE :	37713
		FISCAL YEAR : 06 CLASS/SUBCLASS : 390	035
		SCHEDULED BEGIN DATE : 06/ SCHEDULED END DATE : 05/	01/06
		T-NUMBER : 924	
CUBED ICE W/CONTINGENCY FOR DECLARED			
EMERGENCIES - STATEWIDE CONTRACT(S)			
TO BE COMPL  1. PLEASE REMOVE FROM THIS COMMODITY CODE.	LETED BY VENDOR		
DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIP     CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY		COUNTS FOR	
LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC	ILL NOT BE CONSIDERE	D IN	
BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.  4 BID BOND ATTACHED, CERTIFIED CHECK ATTACHE	D,OTHER,	IF REQUIRED.	
5 BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUL	LTING ORDER OR CONT	RACT).	
	IS TO BIDDERS		
READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC     ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS,		FORMS OF ALTERATION TO UNIT PRICES SH	HOULD BE
INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK.			FOLD HERE>
BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION (     OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE:			VANCE"
INVOICE OR DELIVERY, WHICHEVER IS LATER.  5. AMOUNT OF BID BOND REQUIRED:  N/A		19/ OF DID	
AMOUNT OF PERFORMANCE BOND, IF REQUIRED.     DESIRED DELIVERY: SEE DETAILS ELSEWHERE IN DOCUMENT		% OF BID.	
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOU THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPE	CIAL ENVELOPE IF FURI	NISHED FOR THAT PURPOSE.	
<ol> <li>BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STA' PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD IN THIS SOLICITATION.</li> </ol>			·
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WI SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOU			N INK
BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INF			
VENDOR PHONE NUMBER: TIT FAX NUMBER:	LE	DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.	INAME O	BIDDER	
(MUST BE SIGNED)		OR PRINTED)	

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NΔ

NA

13. BID FORMS.

ALL WRITTEN BIDS. UNLESS OTHERWISE PROVIDED FOR MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

#### 14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

## 15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

## 16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

## 17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

LINESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SQLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

## 19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

# 20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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#### 21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

#### 22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

#### 23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

## 24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

#### 25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

#### 26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

# 27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

# 28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

## 29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

# 30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

# \*\*ATTENTION: \*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

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- 4 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.
- 5 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.
- 6 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.
- 7 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.
- 8 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.
- 9 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF

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DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

10 COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI STATE AGENCIES MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, AMEND THIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO POLITICAL SUBDIVISIONS OR QUASI AGENCIES.

BIDDER HEREBY AMENDS HIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.

FAILURE TO MARK THE ABOVE WILL CONSTITUTE A WAIVER BY BIDDER OF THE ABOVE OPTION.

- 11 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.
- 12 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.
- 13 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.
- 14 CANCELLATION
  THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH
  THIRTY (30) DAYS WRITTEN NOTICE.
- 15 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.
  - A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV
- 16 CONTRACT PERFORMANCE EVALUATION
  IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE
  AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED.
  AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE,

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	CONTRA IN DE' TO VII WWW.S'	ACT, TERMI EW TH	AND AN NING O E CONT LA.US/	Y NEEDEI UR OPTIC ENT OF I	TY, BILLING, OVERALL EFFECTIVENESS OF THE O CHANGES. THEIR RESPONSES WILL BE CONSIDERED ONS FOR RENEWALS OR REVISIONS AND REBIDDING. THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO INEFORMS/FORMLISTING.HTM OR CALL FOR A COPY.	
					VTRACT PERIOD.	
17	PREFEI MANUFI QUALI'	RENCE ACTUR TY (S	NOT T ED, PR EVEN P	O EXCEEL ODUCED,	NCE WITH LOUISIANA REVISED STATUTES 39:1595, A O TEN PERCENT (10%) MAY BE ALLOWED FOR PRODUCTS GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL (7%) IF MEAT, CATFISH, PRODUCE, EGGS, OR SED).	
	DO YOU	J CLA	IM THI	S PREFEI	RENCE? YES	
	LOCAT	ION W	IITHIN	LOUISIAI	ERENCE PERCENTAGES AND LINE NUMBERS AND GIVE NA WHERE PRODUCT IS MANUFACTURED, PRODUCED, RTHER PROCESSED.	
	7% / 1	LINE	NOS:		LOCATION:	
	10% /	LINE	NOS:_		LOCATION:	
	(NO	TE:	IF MOR	E SPACE	IS REQUIRED, INCLUDE ON SEPARATE SHEET.)	
	DO YOU	J HAV	E A LO	UISIANA	BUSINESS WORKFORCE? YES NO	
					HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS?	
	YES		NO_			
					E INFORMATION MAY CAUSE ELIMINATION FROM ES SHALL NOT APPLY TO SERVICE CONTRACTS.	
18	ENCLOS	SED W	TTH TH	E BID II	PECIFIED, SUFFICIENT INFORMATION SHOULD BE N ORDER TO DETERMINE QUALITY, SUITABILITY, AND CIFICATIONS.	
	FAILUI CONSII			Y WITH 1	THIS REQUEST MAY ELIMINATE YOUR BID FROM	
19	HOWEVI THEY S REQUES QUANTI	ER, I SHOUL STED ITIES	F ALTE D BE A OR OTH PER P	RNATES I S CLOSE ERWISE S ACKAGE V	D BID PACKAGING AND PORTION SIZES AS SPECIFIED. TO THE PACKAGING OR PORTION SIZES ARE PROPOSED, AS POSSIBLE TO THOSE SPECIFIED. UNLESS SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. WHICH ARE GREATER THAN SPECIFIED MAY BE NG AND MAY BE CAUSE FOR REJECTION.	

THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO ACCEPT OR REJECT

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ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEEN RESALE CONSIDERATIONS.

- 20 PACKAGING: UNLESS OTHERWISE SPECIFIED, THE COMMODITIES SHALL BE PACKED IN SUBSTANTIAL COMMERCIAL CONTAINERS OF THE TYPE, SIZE AND KIND COMMONLY USED FOR THE PURPOSE, SO CONSTRUCTED AS TO INSURE ACCEPTANCE AND SAFE DELIVERY AS CALLED FOR IN THIS CONTRACT.
- 21 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.
- 22 EACH ITEM MUST BE LABELED AS TO THE CONTENTS OF THE CONTAINER AND NET WEIGHT.
- 23 ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST BE IN COMPLIANCE WITH USDA (UNITED STATES DEPT. OF AGRICULTURE) AND FDA (FOOD AND DRUG ADMINISTRATION) REQUIREMENTS AND LAWS INCLUDING LABELING REQUIREMENTS.
- 24 THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING JUNE 1, 2006 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING MAY 31, 2007.
- 25 THE OFFICE OF STATE PURCHASING INTENDS TO ESTABLISH CONTRACTS THAT WOULD PERMIT THE STATE TO PURCHASE CUBED ICE AS SPECIFIED IN BOTH EMERGENCY AND NON-EMERGENCY SITUATIONS.

LINE ONE(1) IS FOR NON-EMERGENCY PURCHASES THAT WOULD PERMIT STATE AGENCIES, QUASI-STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS TO PURCHASE AT ANY TIME UNDER NORMAL CIRCUMSTANCES. LINE ONE(1) IS SUBJECT TO ALL SPECIAL TERMS AND CONDITIONS.

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LINE TWO(2) IS FOR EMERGENCY PURCHASES THAT WOULD PERMIT STATE AGENCIES, QUASI-STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS AS AUTHORIZED BY LAW TO PURCHASE IN THE EVENT THAT AN EMERGENCY IS DECLARED BY THE GOVERNOR OF THE STATE OF LOUISIANA IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.

DESIRED DELIVERY FOR LINE TWO (2) IS EIGHT HOURS ARO.

LINE TWO(2) IS SUBJECT TO ALL "SPECIAL, STANDARD AND CONTINGENCY" TERMS AND CONDITIONS. IN THE EVENT THAT THERE IS A CONFLICT BETWEEN (THE ABOVE) THE ORDER OF PRECEDENCE USED IN RESOLUTION WILL BE AS FOLLOWS:

<del>-</del>		1
SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2207237 OPEN DATE: 05/11/06 TIME: 10:00 AM T-NUMBER : 92473	BIDDER:	PAGE 9
1. CONTINGENCY CONTRACT 2. SPECIAL TERMS AND CON 3. STANDARD TERMS AND CON DELIVERY MAY BE A FACTOR	DITIONS ONDITIONS	

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\*\*\*\*\*\*CONTINGENCY CONTRACT TERMS AND CONDITIONS\*\*\*\*\*\*

1. THE STATE OF LOUISIANA ANTICIPATES NO SINGLE VENDOR WILL HAVE SUFFICIENT INVENTORY TO MEET THE REQUIREMENTS OF LINE TWO(2). IN ADDITION, SINCE NO ONE KNOWS WHEN OR WHERE THE NEXT DISASTER MAY STRIKE, IT IS IMPOSSIBLE TO KNOW WHICH VENDORS MAY NOT BE ACCESSIBLE DUE TO DAMAGE. THEREFORE, THE STATE INTENDS TO AWARD PRIMARY, FIRST ALTERNATE AND SECOND ALTERNATE CONTRACTS (IF SUFFICIENT RESPONSIVE BIDS ARE RECEIVED) THAT WOULD PERMIT STATE AGENCIES, QUASI-STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS AUTHORIZED BY LAW TO RESPOND IMMEDIATELY AND EFFECTIVELY WITH NEEDED QUANTITIES OF CUBED ICE IN THE EVENT THAT AN EMERGENCY IS DECLARED BY THE GOVERNOR OF THE STATE OF LOUISIANA.

SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH EACH BID TO DETERMINE QUALITY, SUITABILITY AND COMPLIANCE WITH LAWFULLY REQUIRED STANDARDS AND SPECIFICATIONS INCLUDING CONTAINERS AND PACKAGING. IN ADDITION, A NUMBER OF BLANKS ARE INCLUDED IN THE SOLICITATION FOR COMPLETION BY THE BIDDER FOR THE PURPOSE OF COMPARISONS. ALL BLANKS SHOULD BE COMPLETED AND SUBMITTED IN THE BID AND MUST BE COMPLETED PRIOR TO PRIOR TO AWARD(S). THIS INCLUDES THE ENTRIES REQUIRED BY THE BLANKS IN THE BID LINES, SPECIAL TERMS AND CONDITIONS AND THE QUESTIONAIRE, ALL OF WHICH MUST BE COMPLETED PRIOR TO AWARD. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

- 2. DOCUMENTS INCLUDING QUESTIONAIRE, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST; IF REQUESTED, THESE DOCUMENTS MUST SHALL BE SUBMITTED WITHIN SEVEN(7) WORKING DAYS.
- 3. CONTRACTS FOR LINE TWO(2) UNDER THIS SOLICITATION WILL BE ACTIVATED ONLY IN THE EVENT THAT AN EMERGENCY IS DECLARED BY THE GOVERNOR OF THE STATE OF LOUISIANA IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.
- 4. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN, OR HAVE AVAILABLE FOR HIS OWN USE, AN INVENTORY SUFFICIENT TO MAKE SHIPMENT WITHIN NO MORE THAN EIGHT(8) HOURS AFTER RECEIPT OF ORDERS.
- 5. FEMA REIMBURSEMENT FOR LINE(2). AT TIME OF DECLARED EMERGENCY, THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAY APPROVE REIMBURSEMENT RATES FOR CONTRACTORS PROVIDING PRODUCTS AND SERVICES TO STATE AND LOCAL GOVERNMENTS. IN THE EVENT FEMA ESTABLISHES SUCH RATES, THE STATE AND CONTRACTOR AGREE TO ACCEPT THE LESSER OF EITHER THESE CONTRACT PRICES OR THE FEMA-APPROVED RATES WHICH ARE IN EFFECT FOR THE PERIOD OF THE EMERGENCY.
- 6. STATE AGENCIES, QUASI-STATE AGENCIES AND POLITICAL SUBDIVISIONS AUTHORIZED BY LAW ARE ADVISED TO USE THESE RESULTANT CONTRACTS IN TIMES OF A DECLARED EMERGENCY. ENTITIES SHOULD CAREFULLY CONSIDER OTHER CONTRACT ALTERNATIVES, IF TIME PERMITS, TO DETERMINE THE CONTRACT METHOD THAT BEST SERVICES THE NEEDS OF THE STATE. THE EMERGENCY CONTINGENCY CONTRACTS ARE INTENDED TO COMPLEMENT, NOT REPLACE, EXISTING STATEWIDE CONTRACTS.

SEE NEXT PAGE FOR QUESTIONAIRE TO BE COMPLETED.

SOLICITATION ATTACHMENT TEXT	INVITATION TO BID
NUMBER : 2207237 OPEN DATE: 05/11/06 TIME: 10:00 AM T-NUMBER : 92473	BIDDER:
SPECIAL NOTE: THE STATE SUFFICIENT INVENTORY TO BID. IN ADDITION, SINCE MAY STRIKE, IT IS IMPOSS BE ACCESSIBLE DUE TO DAM BEING ASKED SO THAT THE ACTIVITIES DURING AN EMB  1. STATE THE TOTAL AMOUN AND AVAILABLE FOR SHI RECEIPT OF AN ORDER F AWARDED.  2. STATE YOUR SHIPPING I POINTS THROUGHOUT THE SHIPPING LOCATION(S)	NT IN POUNDS OF CUBED ICE YOU WILL HAVE READY PRINT WITHIN FIRST EIGHT(8) HOURS AFTER PURSUANT TO ANY CONTRACT WHICH YOU MAY BE POUNDS  LOCATIONS AND ANTICIPATED DELIVERY TIMES TO E STATE OF LOUISIANA.
	1-HOUR TELEPHONE NUMBER OF THE CONTACT PERSONS BLE FOR ADMINISTERING THIS CONTRACT FOR YOUR

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NUMBER : 2207237 OPEN DATE : 05/11/06     TIME: 10:00 AM  LINE    COMMODITY/SERVICE DESCRIPTION	DDICE C	HEET	INVITATION TO BID					
UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY  -00001  COMMODITY CODE: 390-35-120376  ICE, CUBED, FROZEN FROM POTABLE WATER, SUITABLE FOR HUMAN USE AND CONSUMPTION, PACKED IN PLASTIC BAGS, (CONTAINING NOT LESS THAN 7 NOR MORE THAN 20 POUNDS NET WEIGHT PER BAG), PALLETIZED (APPROXIMATELY 48349 PALLETS SHALL BE USED) AND WRAPPED, SUITABLE FOR HANDLING BY FORKLIFTS,FLOOR JACKS AND/OR OTHER SIMILAR EQUIPMENT, AND DELIVERED TO ANY LOCATION IN THE STATE OF LOUISIANA.	NUMBER OPEN DATE :	: 2207237 : 05/11/06 TIME: 10:00 AM	1	<u> </u>			PAGE 12	
TOTAL PALLET WEIGHT:  1 LB  STATEWIDE DELIVERY  COMMODITY CODE: 390-35-120376  1 LB  ICE, CUBED, FROZEN FROM POTABLE WATER, SUITABLE FOR HUMAN USE AND CONSUMPTION, PACKED IN PLASTIC BAGS, (CONTAINING NOT LESS THAN 7 NOR MORE THAN 20 POUNDS NET WEIGHT PER BAG), PALLETIZED  (APPROXIMATELY 48X49 PALLETS SHALL BE USED) (APPROXIMATELY 48X49 PALLETS SHALL BE USED) AND WRAPPED, SUITABLE FOR HANDLING BY FORKLIFTS, FLOOR JACKS AND/OR OTHER SIMILAR EQUIPMENT, AND DELIVERED TO ANY LOCATION IN THE STATE OF LOUISIANA.  THE TERM "CUBED" IN THIS SOLICITATION MEANS ICE APPROXIMATELY THE SIZE OF CUBES PRODUCED BY AN ICE MAKER IN A HOUSEHOLD REFRIDGERATOR. SPECIFIC SIZES AND SHAPES ARE NOT REQUIRED, HOWEVER, THE STATE DOES NOT WISH TO PURCHASE EITHER CRUSHED (AS MIGHT BE USED BY A SODA FOUNTAIN) OR BLOCK ICE.  BAG SIZE IN POUNDS:  NUMBER OF BAGS PER PALLET:  TOTAL POUNDS OF ICE PER PALLET:  TOTAL POUNDS OF ICE PER PALLET:  TOTAL PALLET WEIGHT:		COMMODITY/SERVICE DESCRIPTION		UNIT	UNIT PRICE	EXTENDED	TOTAL	
ICE, CUBED, FROZEN FROM POTABLE WATER, SUITABLE FOR HUMAN USE AND CONSUMPTION, PACKED IN PLASTIC BAGS, (CONTAINING NOT LESS THAN 7 NOR MORE THAN 20 POUNDS NET WEIGHT PER BAG), PALLETIZED (APPROXIMATELY 48X48 PALLETS SHALL BE USED) AND WRAPPED, SUITABLE FOR HANDLING BY FORKLIFTS, FLOOR JACKS AND/OR OTHER SIMILAR EQUIPMENT, AND DELIVERED TO ANY LOCATION IN THE STATE OF LOUISIANA.  """"""""""""""""""""""""""""""""""								
CAN THESE PALLETS BE STACKED? IF YES, HOW HIGH?  FOR BOTH LINE ONE(1) AND LINE (2) THE BIDDER IS TO ENTER ITS UNIT BID PRICES PER POUND OF ICE IN THE UNIT PRICE SPACES OF EACH LINE. BIDDERS ARE FURTHER ADVISED THE STATE OF LOUISIANA WILL NOT BE RESPONSIBLE FOR RETURN OF PALLETS AS THEY ARE LIKELY TO BE DISTRIBUTED TO NUMEROUS LOCATIONS OVER WIDE GEOGRAPHIC AREAS THROUGHOUT THE STATE. BIDDERS ARE	-00001	ICE, CUBED, FROZEN FROM POTABLE WATER, SUITABLE FOR HUMAN USE AND CONSUMPTION, PACKED IN PLASTIC BAGS, (CONTAINING NOT LESS THAN 7 NOR MORE THAN 20 POUNDS NET WEIGHT PER BAG), PALLETIZED (APPROXIMATELY 48X48 PALLETS SHALL BE USED) AND WRAPPED, SUITABLE FOR HANDLING BY FORKLIFTS, FLOOR JACKS AND/OR OTHER SIMILAR EQUIPMENT, AND DELIVERED TO ANY LOCATION IN THE STATE OF LOUISIANA.  **********************************	1	LB				

PRICE S	HEET	INVITATION TO BID				
	: 2207237 : 05/11/06 TIME: 10:00 AM : 92473 COMMODITY/SERVICE DESCRIPTION	BIDDER:				PAGE 13
LINE NO.		QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	TOTAL
	TO ENTER THE INFORMATION NEEDED TO COMPLETE BLANKS PROVIDED IN BOTH BID LINES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SOLICITATION.					
00002	COMMODITY CODE: 390-35-120376  ICE, CUBED, FROZEN FROM POTABLE WATER, SUITABLE FOR HUMAN USE AND CONSUMPTION, PACKED IN PLASTIC BAGS, AS SPECIFIED AND NOTED IN LINE NO. 00001 HEREIN ABOVE FOR ORDER DURING A STATE OF EMERGENCY AS CONTEMPLATED BY THE TERMS & CONDITIONS OF THIS SOLICITATION INCLUDING THOSE ENTITLED "CONTINGENCY CONTRACT SPECIAL TERMS AND CONDITIONS".  BAG SIZE IN POUNDS:  NUMBER OF BAGS PER PALLET:  TOTAL POUNDS OF ICE PER PALLET:  TOTAL PALLET WEIGHT:  PALLET DIMESIONS:  CAN THESE PALLETS BE STACKED?  IF YES, HOW HIGH?	1	LB			